

EXHIBIT 1

BLANKET COMPOSER AGREEMENT (DIRECT)

By and between New Remote Productions Inc. ("Company"), 1515 Broadway, New York, NY 10036, and Twelvesixty, LLC ("Lender") for the services of Aron Marderosian, individually, ("AMardo") and Robert Marderosian, individually, ("RMardo") together professionally known as "Heavy Young Heathens" (AMardo and RMardo are collectively referred to herein as "Composer") [REDACTED] (this "Agreement").

Dated: As of May 19, 2010

1. ADDRESS AND PAYMENT INFORMATION:

Checks payable to: Twelvesixty, LLC

Payment address: [REDACTED]

Telephone: [REDACTED]

Agent and Telephone: N/A

Social Security #: [REDACTED]

2. PROJECT: As described in any "Deal Term Sheet" (as defined below) signed by both parties (the "Project").

3. SERVICES:

Lender agrees to provide the services of Composer to Company and/or its designee(s) as a composer and audio producer in connection with each Project in connection with which Company engage Composer's services. Lender shall have Composer's services to be rendered according to the specific deal terms set forth on the approved "Deal Term Sheet" (an example of which is attached hereto as Exhibit "A") relating to each Project in connection with which Lender and Composer are engaged by Company. Composer's services in connection with each Project shall include, without limitation, (a) writing, composing, arranging, orchestrating, conducting and delivering to Company suitable original musical material, whether consisting of lyrics and/or sound effects ("Compositions") and performing, recording, producing, mixing, dubbing and delivering to Company suitable original audio recordings of the Compositions (the "Masters"); (b) any and all services customarily provided by first class audio producers and composers; and (c) any and all other services Company requests in connection with the Project. Company shall be under no obligation to use the results and proceeds of Composer hereunder. Company may employ or engage other persons as composers, lyricists, arrangers, orchestrators, copyist, adapters or conductors in connection with the Project and such other persons may, at Company's direction, modify, edit, adapt, re-record or make any other changes to the Compositions as requested by Company. All services provided hereunder shall be pursuant to the direction and control of Company and are subject to Company's approval in its sole discretion.

4. TERM:

This Agreement shall be in force from the date hereof until the termination of this Agreement either party hereto, which termination shall be effective upon delivery of written notice to the other party; provided that if Lender is providing Composer to render on, or provide materials

for, any Project at the time of such termination, the provisions of this Agreement shall apply to Composer's services and Lender's and Composer's obligations with respect to such Project, and, if requested by Company, Lender and Composer shall be required to complete all services and obligations related thereto (the "Term"). Company shall have the right to terminate this Agreement at any time, with or without cause, subject to Company's obligation to pay Lender any accrued but unpaid compensation for services already actually completed by Composer.

5. DELIVERY:

Services hereunder shall not be deemed completed until delivery to Company of: (a) Compositions and Masters which are technically, commercially and creatively acceptable to Company in its sole discretion, according to the delivery schedule set forth in the applicable Deal Terms Sheet; (b) all original manuscripts, all lyric and lead sheets, conductor's score, instrumental and vocal parts and other music of every kind prepared in connection with the Masters and Compositions (whether or not, in Lender and/or Composer's possession, or under Lender's and/or Composer's direct control); (c) the Masters, in accordance with the specifications set forth in Exhibit "B"; and (d) a completed Exhibit "C". Lender will also provide Composer to perform all services required by Company in connection with the preparation of the cue sheets (which services shall include, without limitation, entering cue sheet information directly into Company's proprietary online cue sheet system). Lender and Composer agree that delivery of the Masters in accordance with the timeline set forth by Company is of the essence of this Agreement. Lender shall have Composer promptly make all changes requested by Company.

6. COMPENSATION/PAYMENT SCHEDULE:

(a) Provided that Company has received a copy of this Agreement signed by Lender and Composer, Lender and Composer have complied with all applicable requirements, including, but not limited to, signing and delivering to Company any and all required tax and immigration forms (as applicable) and neither Lender nor Composer are in breach or default of this Agreement, Lender shall receive a one-time all-inclusive payment in the amount set forth in the applicable Deal Term Sheet in full consideration of the services performed, materials furnished and rights acknowledged or granted under this Agreement, including without limitation, all Recording Costs (as defined in Section 6(c) below), subject to Lender's and Composer's full performance of the terms of this Agreement. Unless specified otherwise in any applicable Deal Term Sheet, Lender's compensation shall be payable 50% upon complete execution of this Agreement and 50% following Lender's and Composer's completion and Company's acceptance of all services and materials required hereunder, including, without limitation, Lender's completion and delivery to Company of Exhibit "C". Lender's compensation is subject to all withholdings and deductions that employers are required to make by law. Company is not obligated to pay Lender until Lender has furnished to Company all documents required by the Immigration Reform and Control Act of 1986. Lender and Composer shall comply with all eligibility verifications required by law.

(b) Lender and Composer hereby jointly and severally acknowledge and agree that Lender shall not be entitled to any other compensation whatsoever in connection with Lender and Composer's services hereunder and/or the exploitation of the Compositions and the Masters, including, without limitation, any songwriter royalties, mechanical royalties, phonorecord royalties, synchronization fees, master use license fees or print royalties. Lender and Composer hereby jointly and severally acknowledge that this agreement constitutes a full

buy-out of any and all rights to such compensation. Notwithstanding the foregoing, Lender may receive and retain Lender's respective portion of the so-called writer's share of public performance income which may be payable directly from a performing rights society such as ASCAP, BMI and SESAC and Company will retain one hundred percent (100%) of the so-called publisher's share of public performance income and one hundred percent (100%) of all other publishing income. Lender confirms that Composer is a member of BMI. It is acknowledged and agreed that payment of the writer's share of performance income provided herein shall cover the entire Compositions, including, without limitation, words, music and arrangement. If Composer co-writes a Composition, either from inception or subsequently (e.g., an additional composer and/or lyricist is hired to compose additional music for the Composition and/or rewrite all or part of the lyrics at a later date), Lender's share of the performance royalties shall be reduced proportionately in accordance with Composer's contribution to the work as agreed among Lender and Composer and the co-writer(s), but in the absence of such agreement, or if the Compositions are subsequently altered or modified, the assessment of such reduction shall be made solely by Company. Lender and Composer hereby jointly and severally acknowledge that Company is acquiring hereunder, at no additional cost to Company, a U.S. theatrical performance "buy-out" with respect to the theatrical performance in the United States of the Compositions. If requested by Company, Lender shall obtain from and deliver to Company an appropriate release, at no cost to Company, consenting to the theatrical performance in the United States of the Compositions. Notwithstanding anything to the contrary, however, where it is, or may from time to time be, unlawful for the performing rights society, or any of its affiliated bodies, to collect performance fees, or where the society, or any of its affiliated bodies, does not, from time to time, for any reason whatsoever, actually maintain a regular system of collecting performance fees, Company may authorize the performance of the Compositions in and as a part of the Project, other productions, television programs and/or motion pictures in which they are included and the advertising, promotion and publicity thereof, or otherwise, without payments of any performance fees whatsoever to Lender, the society, or to anyone else.

(c) Lender shall be solely responsible for the payment of all costs whatsoever ("Recording Costs") incurred in the recording (including re-recording required for creative reasons by Company until final delivery and acceptance of the Masters) and delivery of the Masters (dub ready), including, without limitation, the costs of all studios, tape, instrument rentals, engineers, musicians and all other parties rendering services in connection with the musical material, cartage and related expenses, travel, accommodations and per diem. Notwithstanding the foregoing, Company shall reimburse Lender and/or Composer for any direct, out-of-pocket, business expenses specifically approved in advance by Company in writing. Such reimbursement shall be made to Lender by Company following Company's receipt and acceptance of Lender's and/or Composer's completed travel and expense form (T&E) or petty cash form (as applicable) accompanied by the original receipts. If Company requires Composer to travel in connection with the Project, Company shall furnish Composer with Company's standard travel accommodations as determined in Company's sole discretion (which may include, one (1) round-trip, coach-class airline ticket, standard hotel accommodations of Company's choosing, ground transportation determined in Company's sole discretion and Company's standard daily per diem rate).

(d) Lender and Composer hereby jointly and severally acknowledge that Company makes no warranty, representation or covenant that the Compositions will generate public performance income or any particular amount thereof. Nothing herein shall be construed as

vesting in Lender and/or Composer any right, title or interest whatsoever in the Compositions, the Masters and/or the Project or in anything related thereto, or in any profits, proceeds or receipts thereof, or any lien or charge thereon. So far as Lender and Composer are concerned, Company and its licensees and assigns shall have full and exclusive control of the distribution and other exploitation of the Compositions, the Masters and/or the Project, all without any obligation to consult with or obtain Lender and/or Composer's approval. Nothing shall obligate Company to exploit the Compositions, the Masters and/or the Project.

7. EXCLUSIVITY:

Unless specified otherwise in the applicable Deal Term Sheet, Lender's and Composer's services shall be exclusive to Company.

8. RIGHTS:

(a) All services rendered by Composer pursuant to this Agreement and the results and proceeds thereof, including, without limitation, all literary, dramatic, factual, artistic, photographic, visual, sculptural, musical and/or other material of whatever kind or nature created, written, contributed or suggested by Composer hereunder, as well as all inventions, processes and improvements, and all versions and revisions thereof, and all notes, ideas, "gags," suggestions, plots, characters, logos, titles, themes, songs, products and/or stories, whether or not reduced to writing or other tangible media, heretofore or hereafter created, written, contributed, developed, invented or suggested by Composer, including, without limitation, the Compositions and Masters, and whether or not actually used by Company in or in connection with the Project (all such material, services, and the results and proceeds thereof are referred to collectively as the "Material"), have been and/or will be solely created by Composer as a "work made for hire" specially ordered or commissioned by Company for use as part of an audio/visual work within the meaning of the U.S. Copyright Law, with Company being deemed the sole author, and, at all stages of completion, the sole and exclusive owner of the Material, and of all rights of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights, trademarks, patents and all extensions and renewals of same) in and to the Material in perpetuity throughout the universe and in all languages, with the right to use, exploit and advertise the Material and the Project, in any form, manner and/or medium, whether now known or hereafter devised, without any further obligation whatsoever to Lender and/or Composer or any person or entity claiming through or on behalf of Lender and/or Composer.

(b) If, under any applicable law, the fact that the Material is a "work made for hire" is not effective to place authorship and ownership of the Material and the Project and all rights therein in Company, or if it is determined that the Material or any part thereof does not constitute a "work made for hire" for Company within the meaning of the copyright laws of the United States, then to the fullest extent allowable and for the full term of protection otherwise accorded to Lender and Composer under such applicable law, Lender and Composer hereby assign to Company irrevocably, exclusively, perpetually and throughout the universe all rights of every kind in and to the Material and any and all of Lender's and/or Composer's right, title and interest in the Project and any other works now or hereafter created containing any of the Material. Without in any way limiting the generality of the foregoing, Company shall have the right to make all known or hereafter existing uses of the Material in perpetuity throughout the universe, whether in and/or in connection with the Project or any other productions, television programs and/or motion pictures or otherwise, in all media and all forms and all formats,

including, without limitation, videocassette, videodisc, sound recording, publishing, music publishing, merchandising, character, sequel, remake, theme park, legitimate stage, electronic, interactive, digital, computer-assisted media and other new technologies, whether now known or hereafter devised, including, but not limited to, laser disc, cartridge, CD-ROM and other similar or dissimilar disc systems, interactive television/cable, all means of video and/or audio streaming, still or download, whether delivered to portable devices, personal computers, set top boxes, televisions or other forms of hardware via broadcast, syndication, basic cable, pay television, pay-over-the-air, closed circuit, hotel/motel, TVRO, SMATV, MDS, MMDS, DBS, video-on-demand, pay-per-view, datacasting, Internet protocol, wireless protocol, terrestrial radio, satellite radio, and any other devices and/or methods of delivery, in any and all media now existing or hereafter devised, and all allied, ancillary and subsidiary rights in and to each of the foregoing, and the right to make all changes in the Material as Company deems necessary or desirable, including, but not limited to, the right to revise, change, modify, translate, reformat, reprocess, dramatize, fictionalize, add material to and/or remove material from the Material as Company shall, in its sole discretion, deem appropriate.

(c) Without in any way limiting the generality of the foregoing, Company and Lender and Composer are aware and jointly and severally hereby acknowledge that new rights of and to the Material may come into being and/or be recognized in the future, under law and/or in equity (collectively the "New Exploitation Rights"), and Lender and Composer intend and do hereby assign, grant and convey to Company, any and all such New Exploitation Rights in and to such results and proceeds. Company and Lender and Composer also are aware and do hereby jointly and severally acknowledge that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively the "New Exploitation Methods") are being and inevitably will continue to be developed in the future, which would offer new opportunities for exploiting the Material. Lender and Composer intend and do hereby assign, grant, and convey to Company any and all rights to such New Exploitation Methods with respect to such results and proceeds.

(d) Lender shall not have Composer utilize any material as the basis of the Masters or Compositions (including samples) or any arrangements hereunder which are believed to be in the public domain without first notifying Company of the identity of such material so that Company may verify the public domain status thereof; and that Lender shall not have Composer use any material whatsoever not composed entirely by him, such as "samples" (whether or not in the public domain) without first obtaining Company's prior written consent in each instance.

(e) Lender and Composer hereby jointly and severally irrevocably waive the benefits of any provision of law known as "droit moral," "moral rights," or any similar rights or principals of law in any country of the world which Lender and/or Composer may now or later have in the Material and/or Project, and Lender and Composer hereby jointly and severally agree not to institute or permit any action or lawsuit on the grounds that the Project, Material, or any other work based upon the Material constitutes an infringement of Lender's and/or Composer's droit moral or is in any way a defamation or mutilation of the Material or any part thereof, or contains unauthorized variations, alterations, modifications, changes, or translations of the Material. Lender and Composer expressly acknowledge that many parties will contribute to the Project and other works that may or will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Lender and Composer of "droit moral" or "moral rights" is not effective, then Lender and Composer hereby jointly and severally agree to

exercise such rights in a manner which recognizes the contribution of, and will not have a material adverse effect upon, such other parties.

(f) Lender, on Lender's own behalf, on Composer's behalf and on behalf of Lender's and/or Composer's heirs, executors, administrators and assigns, hereby assigns to Company in perpetuity all rental and lending rights under national laws (whether implemented pursuant to the EC Rental and Lending Rights Directive or otherwise) to which Lender and/or Composer may now be or hereafter become entitled with respect to the Project and/or any other works based upon the Material and/or any derivative works derived therefrom.

(g) Lender and Composer hereby jointly and severally irrevocably waive the benefits of any provision of law known as "droit moral," "moral rights," or any similar rights or principals of law in any country of the world which Lender and/or Composer may now or later have in the Material and/or Project, and Lender and Composer hereby jointly and severally agree not to institute or permit any action or lawsuit on the grounds that the Project, Material, or any other work based upon the Material constitutes an infringement of Lender's and/or Composer's droit moral or is in any way a defamation or mutilation of the Material or any part thereof, or contains unauthorized variations, alterations, modifications, changes, or translations of the Material. Lender and Composer expressly acknowledge that many parties will contribute to the Project and other works that may or will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Lender and/or Composer of "droit moral" or "moral rights" is not effective, then Lender and Composer hereby jointly and severally agree to exercise such rights in a manner which recognizes the contribution of, and will not have a material adverse effect upon, such other parties. Without limiting the generality of the foregoing, Lender and Composer hereby jointly and severally irrevocably and unconditionally waive any right or entitlement Lender and/or Composer may have pursuant to Sections 77-85 (inclusive) of Chapter IV of the Copyright Designs and Patents Act 1988, or any statutory modifications or enactments thereof or the laws of any other jurisdictions. With respect to any of the Material, if and to the extent copyright registration therefor in any country/territory is required to be acquired in Lender's and/or Composer's name, Company shall have the full right, power and authority to apply for such copyright registration(s) in Lender's and/or Composer's name, whereupon Lender and Composer shall promptly assign/transfer such copyright registration(s) to Company. Similarly, if any copyrights in and to any of the Material in any country/territory are required to be renewed and/or extended in the name of Lender and/or Composer, then Lender shall take all measures necessary to renew/extend the copyrights involved and promptly thereafter shall assign such copyrights (and all rights thereunder and otherwise) to Company for such renewal/extended term(s), without Company's having to pay any additional consideration therefor. Lender, on Lender's own behalf, on Composer's behalf and on behalf of Lender's and/or Composer's successors-in-interest, heirs, executors, administrators and assigns, hereby assigns to Company in perpetuity all of Lender's economic rights in the Material, in the Project and any derivative works based on such Material and/or the Project which are, at any time, granted by domestic, foreign, or multi-national legislation, including, but not limited to all rental and lending rights under legislation or directives (whether implemented pursuant to the EC Rental and Lending Rights Directive or otherwise) to which Lender and/or Composer may now be or hereafter become entitled with respect to the Material and/or Project and/or any other works based upon the Material and/or any derivative works derived therefrom, including, but not limited to any blank audio/visual tape levy, rental, lending, public performance rights, so-called "performer's property rights" and/or rights in respect of

satellite and cable retransmission broadcasts in EC member states or otherwise. Lender and Composer agree on Lender's and Composer's behalf and on behalf of Lender's and/or Composer's successors-in-interest, heirs, executors, administrators and assigns, not to institute, support, maintain or authorize directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company's (or its designee's) exercise of the rights granted Company in the Project in any way constitutes an infringement or violation of any such rental or lending rights as aforesaid. Company and Lender and Composer hereby jointly and severally acknowledge and agree that the following sums are in consideration of, and constitute equitable remuneration for, the rental and lending rights provided for in this paragraph: an agreed allocation to the rental and lending rights of 3.8% of the compensation payable by Company to Lender for Composer's services in connection with the Project. If under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Company of the rental right shall nevertheless be fully effective, and Company shall pay Lender such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law.

(h) Company shall have the right, but not the obligation, to use Lender's and/or Composer's name, voice, likeness, and biography in connection with the Compositions, the Masters and/or the Project and any uses thereof, in all media now known or hereafter devised in perpetuity throughout the universe, including, without limitation, for the purpose of advertising and promoting the Project, the distributors of the Project and the programming services of MTV Networks.

9. NON-UNION PRODUCTION:

Lender and Composer acknowledge that Company is not a party to any collective bargaining agreements that might be applicable to the type of services provided hereunder, and Lender and Composer understand that neither this Agreement nor Lender's nor Composer's services hereunder shall be subject to any collective bargaining agreements, including, without limitation the American Federation of Musicians ("AFM").

10. RE-RECORDING RESTRICTION:

Effective as of the date of this agreement, and unless Company otherwise consents in writing, Lender shall not have Composer record, re-record, produce, arrange, or perform (as conductor or otherwise) for anyone other than for Company, any of the Compositions at any time. The foregoing shall be applicable whether or not any record company becomes entitled to issue a recording of all of such musical material, or any part thereof, by reason of the so-called "compulsory license" provisions of any applicable copyright law.

11. SUSPENSION/TERMINATION:

If any event of disability, default or force majeure occurs at any time during the Term, then notwithstanding anything to the contrary contained in this Agreement, Company shall have the right to suspend the Term. No compensation shall accrue or be payable to Lender under this Agreement during any such period of suspension. Company's payment of compensation to Lender during any period of suspension shall not be deemed a waiver by Company of any of its rights under this Agreement, and Company may apply such payment(s) against any compensation accruing or coming due to Lender pursuant to this Agreement. Any suspension under this Agreement shall continue until Company's notice to Lender and/or Composer ending

the suspension or until the cause of such suspension shall have ceased to exist, whichever first occurs, and, with respect to a suspension for disability or default, until Lender and Composer shall have reported to Company ready, willing and able to perform all of Lender's and Composer's obligations hereunder. Notwithstanding the foregoing, any period of suspension may, at Company's election, be extended to include such period of time as may be required by Company to make preparation for the utilization or resumption of Lender's and Composer's services. Lender shall have Composer resume rendering services upon such date following the lifting of any suspension as Company may designate. If the period of any suspension under this Agreement shall include a starting date previously designated by Company, then Company may, at Company's election, cancel and/or postpone such starting date. During any period of suspension neither Lender nor Composer shall render services for any other person or on Lender's and/or Composer's behalf. If Lender and/or Composer is in default under this Agreement, then in addition to all other rights Company may have at law, in equity or otherwise, Company shall have the right at Company's election to terminate this Agreement during the continuance of such default (whether or not Company has first suspended Lender and/or Composer), but only after providing Lender and/or Composer two (2) business days to cure such default (if, but only if, in Company's good faith judgment, said default is curable). In the event of Lender and/or Composer's disability, Company shall have the right, at Company's election, to terminate this Agreement at any time after the continuance of such disability for three (3) consecutive business days or for an aggregate of five (5) business days during any production period, or immediately in the event of death. In the event that any period of force majeure continues for more than two (2) weeks, Company shall have the right, at Company's election, to terminate this Agreement. In the event of any termination of this Agreement, Company shall be relieved of any and all further obligations to Lender under this Agreement, except that termination for any reason other than for default by Lender and/or Composer shall not relieve Company of its obligation to pay all accrued compensation with respect to periods for which Lender had Composer complete all services prior to such termination. Company's rights under this Agreement (including, without limitation, its termination and suspension rights) are in addition to any other rights or remedies available to Company, whether at law, in equity or otherwise.

12. WARRANTIES AND REPRESENTATIONS/INDEMNITY:

- (a) Lender and Composer hereby jointly and severally represent and warrant that: (i) Lender and Composer have the right to execute this document and neither Lender nor Composer have entered into and will not enter into any commitment or agreement that will or might in any way conflict with Lender's and Composer's obligations under this Agreement; (ii) the Material shall be wholly original with Composer and shall not be copied in whole or in part from or be based upon or be adapted from any other work and Lender and Composer have the full right and authority to grant the rights in the Material granted to Company hereunder; (iii) neither Lender nor Composer have signed, agreed to sign, nor will neither Lender nor Composer sign during the Term hereof, an exclusive recording agreement and/or songwriter/publishing agreement or any other agreement that may affect Company's rights hereunder; (iv) Composer shall not collaborate with any third-party lyricists and/or composers, or with any recording artists/musicians under exclusive contract to any recording company, and shall not make use of any musical compositions not written/composed specifically and originally for the Project, without Company's prior written consent; (v) neither the Material nor Company's use of the Material will infringe or violate any rights of any person or entity, and Company shall not be required to pay or incur any sums to any person or entity as a result of

Company's ownership, acquisition, use, or exploitation of the Material, except as herein provided; (vi) the Material is not and shall not be based in whole or in part on the life of any real person, except as approved in advance in writing by Company in each instance; (vii) the Materials shall be suitable for their intended purpose; (viii) the Material does not and shall not violate the right of privacy or publicity of, or constitute a libel or slander against, or otherwise violate any other rights (including, without limitation, copyrights) of any kind or nature whatsoever of, any person or entity; (ix) the Material is not and shall not be the subject of any litigation or of any claim that might give rise to litigation (x) neither Lender nor Composer is subject to and will not collaborate with any third parties who are subject to any collective bargaining agreements (including, without limitation, AFM) that would affect the rights in the Material granted to Company hereunder; and (xi) Lender has paid all Recording Costs.

(b) Lender and Composer jointly and severally shall indemnify and hold harmless Company, its shareholders, officers, directors, employees, agents, and any person(s) or entity(ies), in whole or in part, owning, financing, producing, distributing and/or otherwise exploiting the Material and/or the Project, as well as any and all licensees, successors, assigns and principals of each of the foregoing, and each of them, from and against any and all liabilities, claims, costs, damages or expenses (including, but not limited to, attorneys' and accountants' fees and costs, whether or not in connection with litigation) (collectively, "Damages") arising out of, resulting from, based upon or incurred because of or in connection with (i) a breach or claim which, if true, would constitute a breach, of any of Lender's and/or Composer's representations, warranties or obligations contained in this Agreement; (ii) the malfeasance and/or negligence and/or other tortious acts or omissions committed by Lender and/or Composer and/or any agent, employee, guest or invitee of Lender and/or Composer; and/or (iii) any acts by Lender and/or Composer outside of the scope of Lender's and Composer's services hereunder or contrary to Company's instructions in connection with the occurrence giving rise to such Damages. Company may compromise or settle any such claims or legal actions made by a third party upon such terms as Company may determine.

13. NOTICES:

All notices and other communications between the parties hereto shall be in writing and shall be deemed received when delivered in person or by facsimile or telegram or three (3) days after deposited in the mail, postage prepaid, certified or registered mail addressed to the other party at the addresses set forth on page 1 hereof, or at such other address as such party may supply by written notice; provided, however, that a notice for change of address shall not be deemed effective until received.

14. MISCELLANEOUS:

(a) Lender and Composer are aware that federal law prohibits "payola" and "plugola," and Lender and Composer acknowledge that it is unlawful to accept anything of value (except the compensation payable hereunder) for promoting any product, service or company, or arranging for any person or product to appear, on the air. Lender and Composer hereby jointly and severally covenant that Composer shall not violate any such law.

(b) Neither Lender nor Composer nor any of Lender's and/or Composer's agents or representatives shall, without Company's prior written approval in each instance, reveal the terms of this Agreement or issue or authorize the publication or dissemination of any

information, news stories or publicity relating to Composer's services hereunder or to Company, the Project, the Material, MTV, MTV2, MTV Films, MTV Networks, Viacom International, any MTVN programming service, any distributor of the Project or any person associated with any of the foregoing, or any other of their policies and practices or any confidential or proprietary information that Company provides or to which Composer gains access in connection with the Project or Composer's services hereunder or otherwise; provided, however, that Composer may reveal the terms of this Agreement to Composer's personal representatives for legitimate business purposes only.

(c) Lender shall not have Composer, at any time, use any of Company's or MTV Networks' names, logos, tradenames or trademarks (including, but not limited to, MTV) or those of any of Company's or MTV Networks' related companies, in any fashion, including, but not limited to, in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service.

(d) The sole remedy of Lender in the event of any breach by Company hereunder or in connection with this Agreement or the Project shall be an action at law against Company to recover monetary damages actually suffered, if any (but in no event any consequential, special or punitive damages). Neither Lender nor Composer shall have any right to enjoin or seek to enjoin the exhibition or other exploitation of the Compositions, the Masters or the Project (or any portion thereof) or other exploitation or any other production or work based thereon or upon the Material (including, without limitation, any other production which incorporates the Compositions and/or Masters), or any element of thereof, or any advertising, promotion or publicity thereof, or to terminate or rescind any rights granted to Company hereunder or by this Agreement, or to obtain any other form of equitable or injunctive relief, any right to which Lender and Composer hereby waive. At all times, Company shall have all rights and remedies which it has at law or in equity pursuant hereto or otherwise, all of which rights and remedies shall be construed as cumulative.

(e) Company may freely assign or license this Agreement, and all of the rights granted by Lender and Composer hereunder, to any other person or entity without restriction. Neither Lender nor Composer may assign this Agreement, and any attempt to do so shall be void ab initio.

(f) This Agreement, Exhibit A, Exhibit B, Exhibit C and the applicable Deal Term Sheet in connection with each Project constitute the entire agreement between Company and Lender and Composer concerning the subject matter hereof, and cannot be modified except in writing by Lender and Composer and an authorized officer of Company. No officer, employee or representative of Company has made any representation or promise in connection with this Agreement which is not contained herein. If this Agreement has been revised during the course of negotiation, such revisions and prior drafts incorporating such revisions or original language may not be used, and shall not be admissible, as evidence for any purpose in any litigation that may arise between the parties. This Agreement shall be deemed to have been drafted by all the parties hereto, as all parties were assisted by their representative in reviewing and agreeing thereto, and no ambiguity shall be resolved against any party because of its participation in the drafting of this Agreement.

(g) This Agreement shall be governed and construed in accordance with the laws of the state of New York applicable to contracts entered into and fully to be performed therein and the parties consent and agree to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over New York county, New York.


(h) All representations, warranties, obligations, grants and indemnities of Composer pursuant to this Agreement are undertaken jointly and severally by each party comprising Composer and shall apply to each of them individually as well as to any combination of such parties. When sums accrue and become payable to Composer hereunder, such sums shall be attributed fifty percent (50%) to AMardo and fifty percent (50%) to RMardo. If Company has the right to suspend and/or terminate the services of either party comprising Composer hereunder, then, at Company's election, Company may suspend and/or terminate this Agreement as to both individuals comprising Composer or only one such person rendering services, in which event the remaining Composer shall continue to render services pursuant to this Agreement. Payment for the services of such remaining Composer shall be one-half ($\frac{1}{2}$) of the then unpaid compensation set forth in this Agreement.

Accepted and Agreed to:



TWELVESIXTY, LLC

NEW REMOTE PRODUCTIONS INC.

By: 

Its: _____

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AS IF I HAD ENTERED INTO IT DIRECTLY WITH COMPANY, AND I ACKNOWLEDGE THAT WITHOUT THIS ACKNOWLEDGEMENT, COMPANY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITH LENDER:



ARON MARDEROSIAN




ROBERT MARDEROSIAN


8. COMPANY CONTACT: Ernesto Elias- [REDACTED]

ACCEPTED AND AGREED:
TWELVESIXTY, LLC



By: ROBERT MARDEROSIAN
An Authorized Signatory

Its: _____

I have read the above agreement and agree to its terms:

~~Signature of Composer Above~~



Print Composer's Name: ROBERT MARDEROSIAN

Composer's SS#: [REDACTED] _____

~~Signature of Composer Above~~



Print Composer's Name: ARON MARDEROSIAN

Composer's SS#: [REDACTED] _____

NEW REMOTE PRODUCTIONS INC.

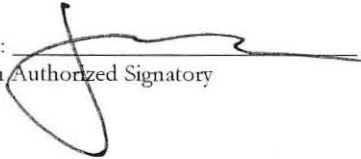
By: 
An Authorized Signatory

Exhibit "A"

DEAL TERM SHEET

COMPOSER SERVICES

By and between New Remote Productions Inc. ("Company"), 1515 Broadway, New York, NY 10036, and Twelvesixty, LLC. ("Lender") for the services of Aron Marderosian, individually, ("AMardo") and Robert Marderosian, individually, ("RMardo") together professionally known as "Heavy Young Heathens" (AMardo and RMardo are collectively referred to herein as "Composer"). Company and Lender and Composer hereby agree to the terms set forth below with respect to the Project described below and agree that the terms of the Blanket Composer Agreement dated as of May 19th, 2010 signed by Lender and AMardo and RMardo with Company shall be incorporated herein by reference:

1. CONTRACTING PARTY NAME: Twelvesixty, LLC for the services of Aron Marderosian and Robert Marderosian together professionally known as "Heavy Young Heathens."
2. PROJECT NAME/DESCRIPTION: "SYNK" Music Library ("Project").
3. SERVICES TO BE PROVIDED: Compose, record, and submit music for the MTV music library as directed by Company.
4. MATERIALS TO BE DELIVERED:
 - (a) Number of Compositions- 50
 - (b) Number of Masters- 50
 - (c) Timing/Duration of each track- All tracks between 1:30 and 3:30 in length
 - (d) Genre- Any
 - (e) Tempo- Any
 - (f) BPM/cadence/ other creative info-Lyrics included, if applicable
 - (g) All tracks will be delivered with stems and stings
5. MATERIALS DELIVERY SCHEDULE: All Materials for the Project shall be due not less than 3 months from the date of this agreement hereof.
6. COMPENSATION AND CASH FLOW SCHEDULE: [REDACTED] flat fee ("Fee") which shall be payable to Lender as follows: fifty percent (50%) shall be payable upon execution of this agreement; and the remaining fifty percent (50%) shall be payable upon Project completion and delivery of all final Materials for the Project as determined by Company. For the avoidance of doubt and for the sake of clarity, Fee shall not be paid to Lender until Composer delivers and Company accepts a completed Exhibit "C" as determined by Company.
7. DATE SERVICES TO COMMENCE: May 19, 2010.

Services will be provided until all services requested by Company on the Project have been fully completed to Company's satisfaction with no guarantee of any minimum term of employment.

Exhibit "B"

Technical Delivery Specifications

- All Tracks to be between 2.30-3.30 in length unless otherwise agreed
- Format: 48k 24bit
- Mix splits/stems to accommodate requests for 5.1 or alternate mixes
- Pro-tools / Logic or relevant files and sessions inc audio tracks where possible
- If there is a vocal supply full, voice only and instrumental mixes
- All lyrics with translations if appropriate.
- Composer credits together with performance society membership association and membership numbers
- Composer full names and addresses and contact numbers
- For multiple composers provide share splits (Also included in Exhibit "A")
- Materials are to be delivered to:

Ernesto Ellias
Music Coordinator

ph: [REDACTED]

email: [REDACTED]

MTV Networks
[REDACTED]

-----End of Exhibit B-----

Exhibit "C"

	Title	Composer	Performing Rights Organization	Percent Ownership	ISRC
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-----End of Exhibit C-----